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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

R.M., C.DIC., individuals,  
Plaintiffs,

v.

METROPOLITAN  
INTERPRETERS and  
TRANSLATORS, INC., a  
corporation, J.C., an individual,  
R.P., an individual, C.G., an  
individual,  
and DOES 1-20, inclusive,  
Defendants.

Case No.: '14CV1797 BAS RBB

**COMPLAINT FOR:**

- (1) VIOLATION OF EMPLOYEE  
POLYGRAPH PROTECTION  
ACT 29 USC § 2002 (1)**
- (2) VIOLATION OF EMPLOYEE  
POLYGRAPH PROTECTION  
ACT 29 USC § 2002 (2)**
- (3) VIOLATION OF EMPLOYEE  
POLYGRAPH PROTECTION  
ACT 29 USC § 2002 (3)**

JURY TRIAL IS HEREBY DEMANDED

1 COME NOW, Plaintiffs by and through their attorneys of record, and allege  
2 and complain as follows:

3 **I.**  
4 **INTRODUCTION**

5 Plaintiffs worked as linguists for Metropolitan Interpreters and Translators,  
6 Inc. (“Metropolitan”), a private corporation that contracted with various  
7 governmental agencies nationwide. Metropolitan had a contract with the Drug  
8 Enforcement Administration and Immigration and Customs Enforcement in  
9 Imperial County. Plaintiffs, as employees of Metropolitan, provided translation  
10 services for DEA and ICE in Imperial County. In 2011, Metropolitan and DEA  
11 requested, required and demanded that all linguists working in their San Diego and  
12 Imperial County offices take polygraph exams. Defendant C.G., the Metropolitan  
13 site supervisor in Imperial County, made all arrangements for Plaintiffs take the  
14 DEA administered polygraph exams as a condition of employment. If the  
15 employees “failed” or refused the test, or had inconclusive results, they would lose  
16 their “clearance” to be in the DEA offices, meaning that they would be terminated  
17 from their jobs.

18 Metropolitan was not conducting an investigation involving economic loss  
19 to Metropolitan. Nor did Metropolitan have any individualized suspicion that any  
20 of the Plaintiffs had committed a crime or engaged in wrongdoing. Rather,  
21 Defendants imposed the blanket requirement that every linguist in San Diego and  
22 Imperial County take polygraphs. Defendants provided no written material to  
23 Plaintiffs which explained the purpose of these mandatory tests nor the basis for  
24 any investigation or suspicion; nor did Defendants give written notice of the  
25 employees’ rights under federal and state law.

26 The polygraph testing in this case was prohibited by the Employee  
27 Polygraph Protection Act of 1988, 29 U.S.C. §§ 2001, *et seq.* (“EPPA”)  
28 Defendants effectively terminated Plaintiffs and other employees from their

1 employment either for “failing” the polygraph test, or having an inconclusive test  
2 result.

3 **II.**  
4 **GENERAL ALLEGATIONS**

5 1. Jurisdiction is proper in the United States District Court for the  
6 Southern District of California pursuant to 28 U.S.C. §1331 and 29 U.S.C. §§  
7 2001 *et seq.*

8 2. Venue is proper in the Southern District of California pursuant to 28  
9 U.S.C. §1391(b), because at all times relevant hereto, a substantial part of the  
10 events or omissions giving rise to the subject of the action occurred in Imperial  
11 County.

12 **III.**  
13 **PARTIES**

14 3. At all times relevant to this complaint, Plaintiffs were individuals  
15 residing in Imperial County, California.

16 4. At all times relevant to this complaint, Defendant METROPOLITAN  
17 INTERPRETERS and TRANSLATORS, INC. (hereinafter “METROPOLITAN”)  
18 was a nationwide corporation operating throughout the United States, including  
19 Imperial County, California and employing the individual Defendants who were  
20 acting within the course and scope of their employment.

21 5. Defendant J.C. was the Vice President of Defendant  
22 METROPOLITAN.

23 6. Defendant R.P. was an employee of Defendant METROPOLITAN  
24 and a supervisor.

25 7. Defendant C.G. was an employee of Defendant METROPOLITAN  
26 and the site supervisor in Imperial County.

27 8. The individual defendants participated in, promoted, approved and  
28 executed Metropolitan’s corporate policy in contravention of the EPPA.

9. Plaintiffs are truly ignorant of the true names and capacities of DOES 1 through 20, inclusive, and/or are truly ignorant of the facts giving rise to their liability and will amend this complaint once their identities and the facts giving rise to their liability have been ascertained.

10. These defendants were agents, servants and employees of other named defendants and were acting at all times within the full course and scope of their agency and employment, with the full knowledge and consent, either expressed or implied, of their principal and/or employer and each of the other named defendants. Each of the defendants had approved or ratified the actions of the other defendants, thereby making the currently named defendants herein liable for the acts and/or omissions of their agents, servants and/or employees.

## IV. FACTS

11. Plaintiffs reallege all prior paragraphs of this complaint and incorporate the same herein.

12. Defendant Metropolitan describes itself as the “largest provider of translators, transcription and interpretation services to the law enforcement community, government agencies and private corporations nationwide.” It has offices in New York, Miami, Los Angeles, San Diego, Washington D.C. and Scottsdale, Arizona. Its corporate headquarters are located in New York. Defendant Metropolitan is engaged in commerce within the meaning of 18 U.S.C. § 2001.

13. Plaintiffs were linguists working for Metropolitan who had been thoroughly screened, vetted and subjected to security clearance checks before being hired.

14. After a thorough background investigation before hiring, Plaintiffs were given “Law Enforcement Access” which allowed to them to enter the

1 premises of DEA offices.

2 15. In 2011, Defendants requested, required and demanded all linguists in  
3 San Diego and Imperial County submit to polygraph tests.

4 16. A private employer is prohibited from requesting, requiring or  
5 demanding a polygraph test from an employee under the Employee Polygraph  
6 Protection Act, 29 USC §§ 2001, *et seq.*

7 17. 29 CFR 801.10(d) explicitly provides that : “This exclusion from the  
8 Act applies only to the federal, state and local government entity with respect to its  
9 own public employees. Except as provided in sections 7(b) and (c) of the Act, and  
10 § 801.11 of the regulations, this exclusion does not extend to contractors or non-  
11 governmental agents of a government entity, nor does it extend to government  
12 entities with respect to employees of a private employer with which the  
13 government entity has a contractual or other business relationship.”

14 18. Exclusions from the Act apply only to Department of Defense  
15 contractors; Department of Energy contractors with respect to the “atomic energy  
16 defense activities” of the DOE; the National Security Agency; the Central  
17 Intelligence Agency; and contractors of the FBI engaged in performance of work  
18 related to counter intelligence (defined as activities designed to protect against  
19 espionage, sabotage, terrorist activities or assassination).

20 19. There is an exclusion for contractors’ employees whose duties  
21 involve access to information that has been classified at the level of top secret or  
22 designated as being within a special access program under section 4.2(a) of  
23 Executive Order 12356 (or a successor Executive Order).

24 20. Plaintiffs did not fall within any exclusion to the EPPA. Plaintiffs’  
25 duties did not involve access to information which was classified as “top secret.”

26 21. Plaintiffs’ duties as translators involved access only to non-classified  
27 information which is defined as “Law Enforcement Sensitive.”  
28

1           22. While such information may properly be restricted and its  
2 unauthorized dissemination proscribed, “Law Enforcement Sensitive” information  
3 is not classified information.

4           23. Plaintiffs’ duties did not involve access to information which was  
5 designated as being within a “special access program under §4.2(a) of Executive  
6 Order 12356.” Such a special access program involves limitation of access to  
7 national defense information, intelligence activities, or other “particularly  
8 sensitive information classified pursuant to Executive Order 12356 .”

9           24. Wiretap transcripts are not classified information. Were they  
10 classified, any criminal case involving wiretaps would require declassification of  
11 the intercepted conversations under cumbersome administrative procedures before  
12 disclosure to the defendant, counsel, or to the court.

13           25. Metropolitan could properly vet, investigate and screen Metropolitan  
14 employees who were to be involved in translation of Title III intercepts.  
15 Metropolitan and its client, the DEA, could legally enforce requirements of  
16 confidentiality and limitation of access to Title III intercepts.

17           26. These intercepts, however, were not, under the EPPA, within the  
18 limited and highly restricted category which exempted Metropolitan or the DEA  
19 from the legal requirements of the EPPA.

20           27. While Metropolitan and DEA could legally use any reasonable  
21 investigative or security procedure to screen employees or ensure the secrecy of  
22 Title III intercepts, the EPPA legally forbids the use of the polygraph in those  
23 efforts.

24           28. While the DEA is exempted from the EPPA requirements with  
25 respect to its own employees, it is prohibited from requesting, requiring or  
26 demanding that a private contractor’s employees submit to a polygraph under 29  
27 USC §§ 2001, *et seq* unless the contractor falls under specified statutory  
28

1 exceptions, none of which apply in this case.

2 29. Instead of declining to force its employees into submitting to illegal  
3 polygraphs, Metropolitan Defendants agreed with, participated with, and aided  
4 and abetted the DEA in the violations of law described in this complaint.

5 30. Metropolitan coordinated the testing; scheduled the tests for its  
6 employees; communicated with the employees regarding the tests; presented the  
7 order in which the tests would be given to the employees; and discharged the  
8 employees after they “failed” or refused the test or had inconclusive test results.

9 31. Defendants failed to comply with 29 USC § 2007 (b)(4) which  
10 mandates that before any adverse employment action, the employer shall (A)  
11 further interview the examinee on the basis of the results of the test; and (B)  
12 provide the examinee with– (I) a written copy of any opinion or conclusion  
13 rendered as a result of the test, and (ii) a copy of the questions asked during the  
14 test along with the corresponding charted responses.

15 32. When employees requested information from the DEA regarding the  
16 polygraph testing, these requests were not addressed by the DEA, but rather  
17 forwarded to Metropolitan defendants.

18 33. Defendant J.C. approved, endorsed, ratified, and enforced the taking  
19 of the polygraphs by Metropolitan employees.

20 34. Defendant R.P., a supervisor at Metropolitan, approved, endorsed  
21 ratified, and enforced the polygraph testing.

22 35. Defendant R.P. placed the Plaintiffs on “laid-off status” and  
23 implemented the termination of employees.

24 36. Defendant C.G. coordinated all polygraph tests, often changing the  
25 date and time of the tests without warning, and notifying some employees of the  
26 testing via text messaging on employees’ cell phones during their days off.

27 37. In the spring of 2011, Defendant C.G. told Metropolitan employees  
28

1 that “everyone will take the polygraph.” C.G. told them that “they” will let C.G.  
2 know when the testing will be; then C.G. will schedule the testing.

3 38. Defendant C.G. told the employees that some of the employees in San  
4 Diego had already taken the polygraph. The employees of the Imperial County  
5 office heard that the employees in San Diego failed the polygraph because they  
6 were engaged in illegal activities.

7 39. Defendant C.G. made a schedule of the testing on a piece of paper  
8 with names, dates and times. C.G. either texted or called the employees.

9 40. Defendant C.G. coordinated efforts to mislead Plaintiffs and other  
10 employees regarding the polygraph examination by emailing them a link to a  
11 Youtube video produced by Center for Development of Security Excellence  
12 (CDSE) regarding the polygraph examination.

13 41. This video was full of misleading and false information. The video,  
14 peppered with references to “The Simpsons” cartoon indicated that there were no  
15 surprises during the examinations; that the polygrapher would explain to the  
16 examinees what to expect, what they are getting into and why they are getting into  
17 it; that all the polygraphers would try to make them feel at ease; the polygrapher  
18 will tell them exactly what is going to happen before they happen; that there are no  
19 surprises; that the polygrapher will go over what the examinees are thinking about  
20 or worried about before the examination; that there will be time to go over the  
21 consent form; that the examinees are giving voluntary consent; that the  
22 polygrapher will make sure the examinees understand what they are signing; that  
23 the examinees would not sign what they do not understand; that the examinees’  
24 rights are protected by the Fifth Amendment and the Privacy Act; that the results  
25 of the polygraph will not be released to anyone outside of “official channels”; that  
26 the polygrapher will video and audio tape the test so that the examinees are  
27 protected and that they capture everything correctly; that the recording will ensure  
28



1 that the polygrapher will act professionally; that the polygrapher will explain the  
2 scope of testing and different types of questions; that during the test, there will be  
3 no questions asked they have not gone over during the pretest; that the  
4 polygrapher will go over the forms and instrumentation; that they will do a  
5 practice test so that the examinees will understand what the actual test will be like;  
6 that the actual test will last approximately six minutes in duration; that the  
7 polygrapher will not determine results of the test until “quality control” process  
8 has been conducted; that “quality control” is designed so that there is not just one  
9 person who makes a call; that there is a seasoned examiner who reviews the test;  
10 that there will be an unbiased eye to see if there is anything of concern; that the  
11 polygrapher will ensure that the examinees are not shortchanged; that nine times  
12 out of ten, there will be another examination if they do not “go through” the first  
13 time; that the polygrapher will give them every opportunity to be able to  
14 successfully complete the examination; that the polygrapher will make the  
15 examinees calm and comfortable; and that there is nothing to worry about.

16 42. **Plaintiff R.M.** R.M. was hired in March 2011 by Metropolitan.

17 43. R.M. was polygraphed on or about August 3. C.G. told R.M. in a  
18 group meeting, that R.M. would be polygraphed. C.G. indicated that R.M. would  
19 be tested at 10 a.m.

20 44. On the date of the polygraph, C.G. called R.M. to tell her that her  
21 polygraph was changed to approximately 1 p.m.

22 45. R.M. was the second person in the El Centro office to be  
23 polygraphed. She knew that if she didn't take the polygraph, she would be let go.

24 46. R.M. knew that people in San Diego who had failed the polygraph  
25 were let go. She understood that if she wished to continue working for DEA, she  
26 had to take the polygraph.

27 47. C.G. would tell the monitors to “relax” and that they had “nothing to  
28

1 hide.”

2 48. After R.M. “failed” the polygraph, the two DEA agents on her case  
3 interrogated R.M. and accused her of leaking information about their case. She  
4 relinquished her security badge.

5 49. R.M. messaged C.G. on FaceBook to ask her for a letter of  
6 recommendation, but C.G. never responded.

7 50. R.P. had told R.M. to complete the SF86 form before the testing.  
8 The SF86 was used as the basis for interview and polygraph test questions.

9 51. **Plaintiff C. DIC.** Plaintiff C. DIC. was polygraphed on or about  
10 August 3013.

11 52. C.G. told Plaintiff C. DIC that she would have to be polygraphed as a  
12 part of her employment.

13 53. Submission to the polygraph was part of Plaintiffs’ employment by  
14 Metropolitan. The polygraphs were administered during work hours and the  
15 employees were paid for their time spent undergoing the polygraph examination.

16 54. Metropolitan effectively fired all employees who “failed,” had  
17 inconclusive test results, or refused the test.

18 55. The DEA had no legal right to administer polygraph tests to  
19 Plaintiffs, who were employees not of the United States, but of Metropolitan. The  
20 EPPA prohibited the DEA from administering the polygraphs in this case under  
21 *inter alia*, 29 CFR § 801.10. Metropolitan aided and abetted DEA in violating the  
22 statute. Metropolitan’s actions were independently in violation of the EPPA.

23 56. Under the EPPA, any waiver of rights guaranteed by 29 USCS §§  
24 2001 *et seq.* is prohibited. The rights and procedures may not be waived by  
25 contract or otherwise, unless such waiver is part of a written settlement agreed to  
26 and signed by the parties to a pending legal action or complaint under 29 USCS §§  
27 2001 *et seq.*  
28

1           57. On January 11, 2012, DEA sent a letter to J.C. that it had made a  
2 determination on January 10, 2012 that Plaintiffs had “an unfavorable suitability  
3 and/or security determination.” This letter was cc’d to Sandra Hester.

4           58. On March 30, 2012, a Metropolitan official sent a letter to Plaintiffs  
5 that Metropolitan had received a “final determination letter” from DEA regarding  
6 the “polygraph examination administered to you by the Drug Enforcement  
7 Administration”, stating that “Metropolitan employees at all levels are NEVER  
8 provided any of the details that contributed to your individual decision.” Attached  
9 to this letter was the January 11, 2012 letter from DEA.

10           59. Each of the Defendants engaged in a joint venture, a common plan or  
11 scheme, and a civil conspiracy to violate multiple provisions of the EPPA.

12           60. These wrongful act or acts were done pursuant to the agreement  
13 between the Metropolitan and each of the individually named Defendants.

14           61. Each Defendant, as a member of the conspiracy, acted in concert and  
15 came to a mutual understanding to accomplish a common and unlawful plan,  
16 which was to engage in acts that violated the EPPA.

17           62. All Defendants committed overt acts to further the conspiracy. In  
18 furtherance of their unlawful agreement, Defendants committed the following  
19 overt acts, among others:

- 20           a. Defendant C.G. coordinated the scheduling of the polygraph  
21 examinations of Metropolitan employees by email, text, verbal  
22 requests and facsimiles.
- 23           b. Defendant R.P. placed the Plaintiffs on “laid-off status” and  
24 implemented the termination of employees.
- 25           c. Defendant R.P. disseminated the results of the polygraph  
26 examinations to officials of ICE.
- 27           d. Upon information and belief, Defendants used the results of the lie  
28 detector test and provided to ICE the results of the polygraph.
- e. Defendants conspired with each other to disseminate polygraph  
examination results to others, including ICE.

1 f. In March of 2012, Metropolitan and its employees used the DEA  
2 letter to Plaintiffs that they had “an unfavorable suitability and/or  
3 security determination.” as a final determination with respect to  
4 Plaintiffs’ employment.

5 63. Defendants are joint tortfeasors. They are liable for all damages  
6 ensuing from the wrongs committed by their co-conspirators, irrespective of  
7 whether or not they were direct actors and regardless of the degree of their  
8 activity.

9 **V.**  
10 **FIRST CAUSE OF ACTION**  
11 **VIOLATION OF EMPLOYEE POLYGRAPH PROTECTION ACT**  
12 **29 USC § 2002 (1)**  
13 **(Against All Defendants)**

14 64. Plaintiffs reallege all prior paragraphs of this complaint and  
15 incorporate the same herein.

16 65. 29 USCS § 2002 provides in relevant part:

17 Except as provided in sections 7 and 8 [29 USCS §§  
18 2006, 2007], it shall be unlawful for any employer  
19 engaged in or affecting commerce or in the production of  
20 goods for commerce--

21 (1) directly or indirectly, to require, request, suggest, or  
22 cause any employee or prospective employee to take or  
23 submit to any lie detector test

24 66. Plaintiffs had a firmly established right under the Employee Polygraph  
25 Protection Act (EPPA), which prohibits employers from using any lie detector tests  
26 either for pre-employment screening or during the course of employment.

27 67. Metropolitan is not entitled to an exclusion from the coverage under  
28 the EPPA because it is a private company.

68. DEA is not entitled to an exclusion from the EPPA because Plaintiffs  
were not its direct employees.

69. Defendants required, requested, and/or suggested that Plaintiffs take  
or submit to a lie detector test.

70. Defendants directly and indirectly caused Plaintiffs to submit to a lie

1 detector test.

2 71. Metropolitan, J.C., R.P., and C.G. authorized the administration of the  
3 polygraphs, directly or indirectly requested that Metropolitan's employees submit  
4 to testing; and caused the testing to occur.

5 72. As a direct and proximate result of Defendants' actions, Plaintiffs  
6 were subjected to humiliation, fear, loss of income, loss of reputation, loss of  
7 employment, and pain and suffering by the illegal acts of defendants and are  
8 entitled to compensatory damages, attorney fees and punitive damages.

9  
10 **VI.**  
**SECOND CAUSE OF ACTION**  
**VIOLATION OF EMPLOYEE POLYGRAPH PROTECTION ACT**  
**29 USC § 2002 (2)**  
**(Against All Defendants)**

12 73. Plaintiffs reallege all prior paragraphs of this complaint and  
13 incorporate the same herein.

14 74. 29 USCS § 2002 (2) provides that it is unlawful for an employer "to  
15 use, accept, refer to, or inquire concerning the results of any lie detector test of any  
16 employee or prospective employee."

17 75. Defendants used, accepted and inquired about the results of the lie  
18 detector tests of the Plaintiffs. Metropolitan Defendants inquired of results of the  
19 tests from DEA. They accepted and used them.

20 76. Metropolitan, J.C., R.P., and C.G. used, accepted and inquired about  
21 the results of the lie detector tests to effectively terminate Plaintiffs from  
22 employment; process payroll; and manage unemployment status of Plaintiffs.  
23 These Defendants communicated with other agencies and individuals regarding the  
24 results of Plaintiffs' polygraph examinations.

25 77. As a direct and proximate result of Defendants' actions, Plaintiffs  
26 were subjected to humiliation, fear, loss of income, loss of reputation,  
27 dissemination of defamatory information, loss of employment, and pain and  
28

1 suffering by the illegal acts of defendants and are entitled to compensatory  
2 damages, attorney fees and punitive damages.

3 **VII.**  
4 **THIRD CAUSE OF ACTION**  
5 **VIOLATION OF EMPLOYEE POLYGRAPH PROTECTION ACT**  
6 **29 USC § 2002 (3)**  
7 **(Against All Defendants)**

8 78. Plaintiffs reallege all prior paragraphs of this complaint and  
9 incorporate the same herein.

10 79. 29 USCS § 2002 (3) provides in relevant part:

11 Except as provided in sections 7 and 8 [29 USCS §§  
12 2006, 2007], it shall be unlawful for any employer  
13 engaged in or affecting commerce or in the production of  
14 goods for commerce--

15 (3) to discharge, discipline, discriminate against in any  
16 manner, or deny employment or promotion to, or  
17 threaten to take any such action against--

18 (A) any employee or prospective employee who  
19 refuses, declines, or fails to take or submit to any lie  
20 detector test, or

21 (B) any employee or prospective employee on the  
22 basis of the results of any lie detector test...

23 80. Metropolitan discharged, disciplined and discriminated against the  
24 Plaintiffs based on the results of the lie detector test or their refusal to submit to a  
25 test.

26 81. Metropolitan threatened to discharge, discipline, or discriminate  
27 against Plaintiffs for refusal or failure to take or submit to a lie detector test.

28 82. Metropolitan threatened to discharge, discipline, or discriminate  
against Plaintiffs on the basis of the results of a polygraph test.

83. Metropolitan discharged Plaintiffs for "failing" the polygraph.

84. As a direct and proximate result of Metropolitan's actions, Plaintiffs  
were subjected to humiliation, fear, loss of income, loss of reputation, loss of  
employment, and pain and suffering by the illegal acts of defendants and are

1 entitled to compensatory damages, attorney fees and punitive damages.

2  
3 **VIII.**  
4 **FOURTH CAUSE OF ACTION**  
5 **[INJUNCTIVE RELIEF]**

6 85. Plaintiffs reallege all prior paragraphs of this complaint and  
7 incorporate the same herein.

8 86. Plaintiffs are informed and believe and thereon allege that, unless  
9 enjoined, Defendants will continue to engage in the unlawful and tortious acts.

10 87. Plaintiffs face the real and immediate threat of repeated and  
11 irreparable injury and continuing, present adverse effects as a result of the acts of  
12 the Defendants.

13 88. Plaintiffs have effectively been terminated from their jobs at  
14 Metropolitan and have lost their security clearance. Plaintiffs are therefore unable  
15 to obtain similar employment elsewhere.

16 89. Plaintiffs have no adequate and complete remedy at law.

17 90. Plaintiffs are entitled to equitable relief under 29 U.S.C. §2005.

18 91. Plaintiffs seek an order of the Court reinstating them to their  
19 employment, requiring the destruction of all records of polygraph results in  
20 Metropolitan's possession, and enjoining Metropolitan from dissemination of  
21 polygraph information.

22 **IX.**  
23 **PUNITIVE DAMAGES**

24 Defendants acted in deliberate disregard of Plaintiffs rights under the  
25 Employee Polygraph Protection Act. They acted with oppression, fraud and malice  
26 and with reckless indifference to the federally guaranteed rights of Plaintiffs and  
27 punitive damages should be assessed against each Defendant for the purpose of  
28 punishment and for the sake of example.

1 WHEREFORE, Plaintiffs pray as follows:

- 2 1. For general and special damages according to proof at the time of trial;
- 3 2. For past and future lost wages and benefits and reinstatement of
- 4 Plaintiffs' employment;
- 5 3. For reinstatement and restoration of seniority rights;
- 6 4. For expungement of record of the polygraph from the Plaintiffs'
- 7 personnel files;
- 8 5. For costs of suit and interest incurred herein and attorneys' fees
- 9 pursuant to 29 U.S.C. §2005;
- 10 6. For punitive damages; and
- 11 7. Any further injunctive or declaratory relief this court deems just and
- 12 proper.

13

14 DATED: July 30, 2014

Respectfully submitted,

*S/ Julia Yoo*

16  
17 EUGENE G. IREDALE  
18 JULIA YOO  
19 Attorneys for Plaintiff